

FROM--ENTERED--TO BATCH	---VENDOR--	RCP	PO NUM	CHECK#
01012004 07222009 _____	C 100009658	_____	_____	_____

--VENDOR--	-----INVOICE----	UT	--DATE--	-----AMOUNT---	RCP	PO NUM	CHECK#	ENTR
C100009658	04-80135		12312008	3,000.00	Y	557516	619442	0121
C100009658	04-80136		01072009	3,000.00	Y	557516	619442	0121
C100009658	04-80141		01292009	3,000.00	Y	557516	620048	0205
C100009658	04-80150		02122009	3,000.00	Y	557516	620749	0219
C100009658	04-80152		03112009	3,000.00	Y	557516	621997	0319
C100009658	04-80160		04022009	3,000.00	Y	557516	622939	0409
C100009658	04-80161		04102009	4,000.00	Y	560087	624094	0428
C100009658	04-80169		04292009	3,000.00	Y	557516	624284	0504
C100009658	04-80175		05292009	3,000.00	Y	557516	625449	0604
C100009658	04-80183		06292009	3,000.00		562578		0722

TOTAL 31,000.00

ALL RECORDS DISPLAYED. NEXT?

USERID: PU05 TERML: N005



LEON COUNTY SCHOOLS

MAIL INVOICES TO:  
LEON COUNTY SCHOOL BOARD  
FINANCE DEPARTMENT  
2757 WEST PENSACOLA STREET  
TALLAHASSEE, FLORIDA 32304

PURCHASE ORDER  
LEON COUNTY SCHOOL BOARD

PURCHASING DEPARTMENT

PHONE (850) 488-1206

FAX (850) 488-3807

3397 WEST THARPE STREET  
TALLAHASSEE, FLORIDA 32303

PURCHASE ORDER

NO.: 557516

DATE: 01/14/2009

REQ. NO.: 91302097

RECEIVED IN PURCHASING

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GOVERNANCE SERVICES, LLC  
208 WEST CAROLINA ST  
TALLAHASSEE FL 32301

C100009658

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9130  
SUPERINTENDENT ADMINISTRATIVE  
2757 WEST PENSACOLA STREET  
TALLAHASSEE FL 32304  
850 487 7147

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	8	STATE LEGISLATIVE CONSULTING SERVICES PER LCSB RFP NO. 264 INITIAL TERM OF CONTRACT IS 11/1/2008 - 6/30/2010 MONTHS 1-8 OF 20 MONTH TERM 11/1/2008 - 6/30/2009 PTSA ON FILE	3,000.00	24,000.00

INSTRUCTIONS ON BACK SIDE

BID OR S/C NUMBERS (ALL SHIPPING - FOB DESTINATION)

TOTAL  
COST

\$ 24,000.00

FLORIDA SALES TAX EXEMPT NUMBER  
85-8013915957C-7

FEDERAL EXCISE TAX EXEMPT NUMBER  
59-6000709

FINANCE

LEON COUNTY SCHOOL BOARD  
PURCHASING DEPARTMENT

By

*June Nail*  
AUTHORIZED SIGNATURE

VENDOR CODE	INVOICE NO.	INVOICE DATE	ENCUMBERED BY- DATE	ACCOUNTING CHARGE	FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	TOTAL
					110	7200	310	9130	36081	000	24,000.00



SPV  
off

LCS-9830-1009  
APPR 8/09/07

11/12/09

## LEON COUNTY SCHOOLS

### PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of November 1, 2008 by and between the School Board of Leon County, Florida ("LCSB"), Governance Services, LLC.

("Individual"), (hereinafter "Contractor.")

#### WITNESSED:

("Company")

WHEREAS, LCSB operates schools and educational institutions and is in need of qualified, experienced legislative consultants to provide legislative consulting services for LCSB; and

WHEREAS, Contractor employs and/or contracts with qualified and duly licensed and/or certified legislative consultants with expertise and experience in providing legislative consulting services; and

WHEREAS, LCSB desires to engage Contractor to provide such services for LCSB and Contractor is willing to provide such services for LCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR.

(A) SERVICES: LCSB hereby engages Contractor to provide legislative consulting services for LCSB as requested by LCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent contractors of Company ("Company Staff")/Individual who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

(B) MANNER OF PERFORMANCE OF COMPANY'S/ INDIVIDUAL'S SERVICES.

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he chooses, in its or his sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with LCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by LCSB.

8/11/09  
2009-11-12 11:05

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by LCSB as to specific methods or procedures.
- (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
- (v) Contractor and staff shall not be required to submit any written or oral reports to LCSB except such reports as shall be required by law, regulation, or any governmental authority.
- (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

(C) DOCUMENTATION: Contractor shall submit to LCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by LCSB.

## 2. REPRESENTATIVES AND WARRANTIES.

Company represents and warrants to LCSB, upon execution and throughout the term of this Agreement, as follows:

(A) Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

(B) None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

(C) Contractor shall perform the services required hereunder in accordance with:

- (i) all applicable federal, state, and local laws, rules, and regulations;
- (ii) all applicable policies of: LCSB;
- (iii) all applicable Bylaws, Rules, and Regulations of LEON COUNTY SCHOOLS;

(D) Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

(E) Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with Company's/Individual's provision of services under this Agreement; and

(F) All Contractor staff shall comply with all applicable terms of this Agreement.

3. **INDEPENDENT CONTRACTOR.**

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of LCSB. Neither Contractor nor any Contractor staff shall be under the control of LCSB as to the manner by which results are accomplished, but only as to the results of Company's/Individual's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retain the right to contract with and provide \_\_\_\_\_ legislative consulting services to entities and individuals other than LCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Company's/Individual's staff's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Company/ Individual shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Company/ Individual staff. Contractor hereby expressly agrees to provide LCSB with proof of payment of such taxes in the event such is requested by LCSB by federal or State tax authorities. Any such proof will be provided directly to LCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any LCSB policies solely applicable to LCSB's employees, not to exclude policy directly related to vendors and contractors.

4. **TERM.**

The Initial Term of this Agreement shall be for a period of twenty ( 20 ) months, commencing November 1, 2008 and ending June 30, 2010 unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. **COMPENSATION.**

For the services rendered pursuant to this Agreement, Company/ Individual shall be paid by LCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(C) of this Agreement.

6. **BILLING.** Contractor shall bill LCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by LCSB, and LCSB shall pay each invoice within thirty (30) days after receipt thereof by LCSB. LCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. **CONFIDENTIALITY.**

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Company agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by LCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all LCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing,

Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to LCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from LCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Company/Individual, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. **CRIMINAL BACKGROUND CHECKS**

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) Be at a school when students are present; or (2) Have direct contact with students; or (3) Have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Leon County School Board Policy 2.021 also requires a background check of all vendors that meet the above requirements. In addition, all vendors will have a Sexual Predator Check completed if they meet the requirements as listed below.

**Sexual Predator Check** – All vendors who provide services under this contract will have a Sexual Predator Check completed by Purchasing Department personnel through the Florida Department of Law Enforcement prior to approval of any contract. This check will be performed at the FDLE website listed here: [http://www3.fdle.state.fl.us/sexual\\_predators/](http://www3.fdle.state.fl.us/sexual_predators/)

**Level II Background Check** – Any vendor providing services under this contract who will (1) Be at a school when students are present; or (2) Have direct contact with students; or (3) Have access to or control of school funds, that person shall have a **Level II background check** submitted through the Leon County School Board. The Leon County School Board shall submit vendor fingerprints and information to the Florida Department of Law Enforcement and the Federal Bureau of Investigation. The LCSB will inform the contractor of the approval/disapproval of the check within approximately one week. If any person does not meet the Board's requirements, as described in Policy 2.021, that individual shall not be allowed to perform services for Leon County Schools. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Leon County School Board. The cost of a Level II Background Check is currently \$61.00. Remittance shall be in the form of a VISA/MasterCard or money order payable to Leon County School Board.

9. **AUDITS, RECORDS, AND RECORDS RETENTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. **INDEMNIFICATION.**

Contractor shall indemnify and hold harmless LCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by LCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. **INSURANCE.**

Contractor shall secure and maintain at all times during the term of this Agreement, at Company's/Individual's sole expense, professional liability insurance covering Contractor and all Contractor staff in minimum amounts acceptable to LCSB and with a reputable and financially viable insurance carrier, naming LCSB as an additional insured. Such insurance shall not be cancelable except upon thirty (30) days written notice to LCSB. Contractor shall provide LCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Company/ Individual agrees to notify LCSB immediately of any material change in any insurance policy required to be maintained by Contractor hereunder.

12. **TERMINATION.**

(A) **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

(B) **TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

(C) **IMMEDIATE TERMINATION BY LCSB.** LCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Company's/Individual's receipt of such notice) upon the occurrence of any of the following events:



- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Company/ Individual staff's professional license or certification, in the State of Florida, or
- (ii) conduct by Contractor or any Company/ Individual staff which affects the quality of services provided to LCSB or the performance of duties required hereunder and which would, in LCSB's sole judgment, be prejudicial to the best interests and welfare of LCSB or its students;
- (iii) breach by Contractor or any Company/ Individual staff of the confidentiality provisions of Section 7 hereof;
- (iv) failure by Contractor to maintain the insurance required under Section 11 of this Agreement;

(D) EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination:

Paragraphs 1(B), 2, 5, 13, and 15.

13. ARBITRATION.

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Leon County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the tendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

14. ENTIRE AGREEMENT; MODIFICATION.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of Florida.

16. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. **NOTICES.**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to LCSB:       The School Board of Leon County, Florida  
                      2757 West Pensacola Street  
                      Tallahassee, Florida 32304

Copy to:         Jeff Wahlen  
                      Ausley & McMullen  
                      227 South Calhoun Street  
                      Tallahassee, FL 32301

If to Company/  
Individual Name: Governance Services, LLC

Address 208 W. Carolina Street

City/State/Zip: Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

18. **WAIVER.**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. A waiver of the insurance requirements listed in Section 11 (Insurance) does not relieve the contractor of the provisions listed in Section 10 (Indemnification).

19. **CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

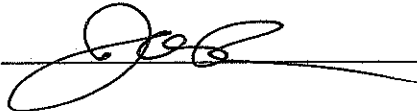
20. **ASSIGNMENT; BINDING EFFECT.**

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Company's/Individual's rights, duties or obligations under this Agreement without the prior written consent of LCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: The School Board of Leon County, Florida

PRINCIPAL/DEPARTMENT HEAD



DIVISION DIRECTOR

BY:



COMPANY PRESIDENT OR INDIVIDUAL

# **EXHIBIT A**

Governance Services, LLC SERVICES

COMPANY FEID NUMBER: 38-37774512

INDIVIDUAL SOCIAL SECURITY NUMBER: \_\_\_\_\_

# **EXHIBIT B**

## **FEE SCHEDULE AND STATEMENT OF WORK**

The amount due in fees from the Board to the Firm for the term of this agreement is Thirty Six Thousand (\$36,000.00) dollars for the first twelve (12) months, as per the terms and conditions of **RFP No. 264 – State Legislative Consulting Services**, approved by the School Board on October 14, 2008. Such ongoing fees will be billed by the Firm on a monthly basis at \$3,000.00 per month for the duration of the original term of this consulting engagement, November 1, 2008 through June 30, 2010. As discussed by the School Board on October 14, 2008, the Superintendent may require the Firm to provide supplemental representation on the local government or federal level. Such representation would be compensated outside the **Not to Exceed** figure of this agreement, but the remaining terms of this agreement would remain in full effect under supplemental representation.

**Not to Exceed (NTE) figure. \$60,000.00**

## **PERFORMANCE CRITERIA**

**The School Board, at its October 14, 2008 meeting, approved award of RFP No. 264 – State Legislative Consulting Services to Governance Services, LLC. The terms, conditions, requirements and specifications of the awarded contract are hereby made reference to and incorporated herein.**

### **A. SCOPE OF WORK:**

1. Consultant will meet with the Board and Superintendent, or designee(s) and confer with respect to state legislative issues regarding the Board's fiscal and programmatic interests.
2. Consultant shall assist in the development and forwarding of the Board's state legislative program.
3. Consultant will provide periodic updates concerning legislative issues affecting the District, especially during the periods the legislature meets.
4. Consultant will establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to the Board.
5. Consultant will represent the Board and Superintendent in local and state conferences and meetings related to state legislative and governmental issues. Consultant will provide any written reports as required by the Board in connection with foregoing services.
6. Consultant will be responsible for providing materials, equipment, office space and any other such requirements to fulfill responsibilities under this contract.

- B. Meeting with the Leon County School District and provide assistance, as needed, in establishing a set of Legislative priorities.**

Meet with the Board, District staff, parents, etc. and help facilitate (when appropriate) the development of the District Legislative program. Governance Services will share insights into the positions expected to be taken by other districts, associations, legislators, Commissioner and others on issues. (August/September).

Once Legislative positions are refined, develop specific language to address issues.

- C. Assist in communicating the District's Legislative Priorities to the Leon County Legislative Delegation and other legislative leaders and staff.

If desired by the District, set up an annual workshop to let the Board, Superintendent and Legislators to interact on legislative proposals. (September/October)

Following adoption of District agenda, meet individually with Legislative Delegation to explain our position, provide the date, draft language, etc., to assist them in effectively addressing District concerns.

- D. Monitor legislative activities pertaining to the Districts Legislative Agenda and Priorities.

Attend weekly Florida Education Legislative Liaisons (FELL) where strategies, priorities, time lines, pros and cons of every piece of legislation is discussed. Coordinate activities with FSBA, FADSS and FASA.

Track legislation and send copies to the Superintendent (designee) for response and/or suggestions.

- E. Provide information to the District regarding activities that relate to the Districts Legislative Agenda and Priorities.

Hold regular meetings with the Superintendent and Board Representatives to discuss appropriations, upcoming bills, committee actions etc. and to receive input regarding the impact of these on the District. Often Governance Services is asked to have the Superintendent staff and/or Board members address Committees of the Legislature. Governance Services will arrange for these presentations.

- F. Provide reports, as determined, to the District regarding proposals that impact the Districts Legislative Agenda and Priorities.

Governance Services will provide, upon request, written reports to the District based upon analysis of the proposals and budgets. These reports may be formalized to address the District Legislative agenda as specified by the Superintendent (designee).

- G. For key issues affecting the District, as determined by the Superintendent and School Board, Governance Services will provide plans of action including possible funding sources, strategies, time lines, key players-other, support roles, deployment of resources, next steps 2009 session and coordination of District efforts.

Following adoption of District priorities Governance Services will:

1. Identify sources and alternative sources of funding.
2. Develop strategies to enlist support, determine allies and foes and provide maximum support to ensure the District is in most favorable position for funding.
3. Support those making the decisions with information/data, etc. to fund the project priorities of the School Board.

### **SESSION PROPOSED CALENDAR**

July – Aug.	Any funding priorities for the District (e.g. reading) made to Commissioner and Governor.
Sept.	DOE sets budget requests and priorities
Sept.	FSBA Legislative Committee meets (Governance Services generally participates).
August	Leon County to appoint committees to draft Leon County Schools Proposal. Governance Services to meet and assist committee.
September	The School Board adopts priorities.
October	Joint School Board/Legislative Delegation Workshop
Nov.-March	Legislative Committees Meet
May	Summary of Session

The Superintendent will designate one or more contacts to readily respond to Legislative requests. The School Board may/will designate a member Liaison for Legislative purposes.

- H. After the end of the session, provide an Overview of Legislative Actions relating to education and the impact of legislative actions on the Leon County School District and assist, as determined, in presenting the impact of legislative session to the School Board, District Administrators and School Level Administrators.
- o Each Board Member will receive a book summarizing legislative actions.
  - o The Superintendent receives a copy of each piece of Legislation as well as a summary of each bill.
  - o The Finance Officer receives a book with all pertinent finance information within 1-2 weeks of the end of each session.



- I. **Governance Services makes the following staff assignments to this consulting engagement:**

Lead/Personnel : Paige Carter-Smith, Bo Bludworth.

- J. **Contract Extension:** Upon mutual agreement between the School Board and Governance Services, LLC, this agreement may be extended for two (2) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period.
- K. **Price Adjustment:** All Pricing will remain firm through June 30, 2010. Any price decrease or increase request must be submitted in writing, with justification, by April 1, of each renewal term, to the Director of Purchasing, in order to be considered for the following contract year.

# **EXHIBIT C**

## **FEDERAL SUBRECIPIENT ADDENDUM**

1. General Information:

- A) CFDA Title \_\_\_\_\_
- B) CFDA Number \_\_\_\_\_
- C) Award Name \_\_\_\_\_
- D) Award Number \_\_\_\_\_
- E) Award Year \_\_\_\_\_
- F) R & D                      Yes \_\_\_\_\_ No \_\_\_\_\_
- G) Federal Agency Name \_\_\_\_\_

2. The following requirements must be complied with:

- A) Federal Laws and Regulations \_\_\_\_\_
- B) Contract or Grant Agreement Provisions \_\_\_\_\_
- C) District Supplemental Requirements \_\_\_\_\_

3. \_\_\_\_\_ (Name of Subrecipient) shall allow LCSB to monitor activities to ensure use of the funds complies with the authorized purposes in compliance with Federal laws, regulations and the provisions of contracts or grant agreements and that performance goals are achieved.

4. \_\_\_\_\_ (Name of Subrecipient) shall meet the Single Audit and OMB Circular A-133 requirements within 120 days of \_\_\_\_\_ (Name of Subrecipient) fiscal year.

**Note: To be used with Federal Grants Only**



PROFESSIONAL/TECHNICAL SERVICES AGREEMENT  
LEON COUNTY SCHOOL  
CHECKLIST

The purpose of this checklist is to assist Administrators in deciding whether a vendor is an Independent Contractor and whether an Independent Contractor is required to furnish General or Automobile Liability and Errors and Omissions Insurance in order to perform services for the Leon County School Board. Each case may be different, and Administrators must protect the interests of the Leon County School Board.

An independent contractor is a person who contracts with another to do something for him/her, but who is not controlled by the other nor subject to the other's right to control with respect to his/her physical conduct in the performance of the undertaking.

QUESTIONS

	YES	NO
1. Will the vendor be working with minor children?	_____	___X___
2. Is the vendor a district employee?	_____	___X___
3. Is the vendor aware that LCSB is protected under Art. 768.28 (Sovereign Immunity)?	___X___	_____
4. Does the vendor have Errors and Omissions Coverage? If yes, what limit? <b><u>\$1,000,000.00</u></b>	___X___	_____
5. Does the vendor have Worker's Compensation Insurance?	___X___	_____
6. Does the vendor comply with another's instructions concerning when, where and how to work? (For example, will you tell them how, when and where to work?)	_____	___X___
7. Is LCSB training the vendor?	_____	___X___
8. Does LCSB require that services be rendered personally?	___X___	_____
9. Does the vendor hire, supervise and pay his/her assistants?	___X___	_____
10. Has there been a continuing relationship between the vendor and the LCSB?	_____	___X___
11. Does the vendor set his own hours?	___X___	_____
12. Does LCSB require the vendor to work full-time on the project?	_____	___X___
13. Does LCSB require the vendor to work on school premises?	_____	___X___
14. Does LCSB require that services be performed in a set order or sequence?	_____	___X___
15. Does LCSB require the vendor to submit regular or written reports?	___X___	_____
16. Will LCSB be required to pay by the hour, week or month as compared to a straight commission schedule?	___X___	_____
17. Does LCSB pay vendor business or traveling expenses?	_____	___X___
18. Does LCSB furnish tools, materials, supplies and other equipment for the vendor?	_____	___X___

vendor? Equipment for the vendor?	<u>      </u>	<u>  X  </u>
19. Is it possible for the vendor to realize a profit or suffer a loss?	<u>  X  </u>	<u>      </u>
20. Does the vendor have an owning interest in facilities used to provide services?	<u>      </u>	<u>  X  </u>
21. Does the vendor make his services available to the general public on a regular and consistent basis?	<u>  X  </u>	<u>      </u>
22. Can the LCSB discharge the vendor?	<u>  X  </u>	<u>      </u>
23. Can the vendor terminate his services to LCSB whenever he wishes without liability?	<u>      </u>	<u>  X  </u>
24. Is the vendor engaged in a distinct occupation or business?	<u>  X  </u>	<u>      </u>
25. Does the vendor perform a service which is a part of the regular business of the LCSB?	<u>      </u>	<u>  X  </u>
26. What is the length of service? <u>      20 Months      </u>	<u>      </u>	<u>      </u>
27. Is this a Construction Services Agreement?	<u>      </u>	<u>  X  </u>

When looking at the answers provided on this Professional/Technical Services Agreement, Administrators will review all options. The more control that the LCSB exercises over the vendor, the more likely the vendor can be considered as an employee. The Internal Revenue Service (IRS) and the Florida Retirement System (FRS) look at each case separately; therefore, there are no exact number answers for them to rule either way. The more control LCSB exercises over the vendor, the less likely that vendor will be considered as an Independent Contractor.

Note: Administrators may not have vendors render services until the PTSA is approved by the Purchasing Department. Although there is no right or wrong answer, Administrators are reminded that the welfare of the LCSB is paramount.



## LEON COUNTY SCHOOLS

## SUPERINTENDENT'S FISCAL IMPACT REVIEW COMMITTEE

## EXPENDITURE REQUEST FORM

Please Check One

- ☒ Services; Purchases over \$500; Special Needs  
☐ Staff Development/Training  
☐ Field Trips – Out of County  
☐ Authority to Hire/Essential Position

Cost Center: 9130Project Name: Legislative LobbyistProject Number: 36081

Proposed Position, Purchase, Activity – Brief Description

Education lobbying

Justification (please refer to applicable criteria/exception/law or regulation)

Consultant will represent the board and the superintendent in local and state conferences and meetings related to state legislative and governmental issues. Consultant will provide any written reports as required by the board in connection with foregoing services.

Indicate source of funds for expenditure requests Line Item Budget:

Fund	Function	Object	Cost Center	Project	Budget
110	7200	310	9130	36081	000
				\$24,000.00	
				\$	
				\$	
				\$	

Submitted by:

*Cleida J. Christie**12/17/08*

Administrator

Date

Director

Date

☐ Recommended☐ Not Recommended

Associate/Assistant Superintendent

Date

☒ Recommended☐ Not Recommended

2008 JAN 12 AM 8:05

RECEIVED  
OFFICE OF THE  
SUPERINTENDENT

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EE  
GOVER-2

DATE (MM/DD/YYYY)  
01/12/09

<b>PRODUCER</b> Franklin Insurance Agency, Inc. P. O. Box 3145 Tallahassee FL 32315 Phone: 850-681-0433 Fax: 850-222-8075		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Governance Services, LLC P.O. Box 10768 Tallahassee FL 32302		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Old Dominion Insurance Co.	01573
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BPG99797	09/26/08	09/23/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/OP AGG \$ 2000000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				NO STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

certificate holder is additional insured with regards to General Liability

## CERTIFICATE HOLDER

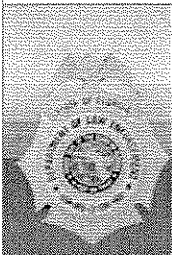
SCHOOL

School Board of Leon  
County Florida  
3397 West Tharpe Street  
Tallahassee, FL 32304

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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The Florida Department of Law Enforcement

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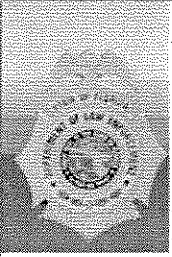
First Name: scott Last Name: maddox County: Leon City: tallahassee Zip Code: 32301

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SELECT	PICTURE	NAME	STATUS	ADDRESS	ADDRESS SOURCE INFORMATION
Return my Selection as: <input type="text" value="List"/> <input type="button" value="Go"/>					
No records found matching your criteria					

Search Criteria:  
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